made upon the joint property with their knowledge or at their request or in good faith for the benefit of all. This doctrine is fully settled by all of the authorities." Judge Fowler quoted from Pomeroy's Eq. Juris., section 1239, that, "When two or more persons are joint-owners of real or other property, and one of them in good faith for the joint benefit makes repairs and improvements upon the property which are permanent, and add a permanent value to the entire state, equity may not only give him a claim for contribution against the joint-owners with respect to their proportional shares of the amount thus expended, but may also create a lien as security for such demand upon the undivided shares of the other proprietors." He cited amongst other authorities 13 Am. & Eng. Ency. of Law (1st Ed), 602, and Gavin v. Carling, 55 Md. 530. In the Ency. of Law referred to is this statement: "Where a tenant in common discharges a mortgage upon the joint property, equity treats him as an assignee of the mortgage as against his co-tenants interest in the property, and this though no actual assignment is made." This Court in Flack v. Gosnell, 76 Md. 90, while denying a lien in favor of rents due by one co-tenant to another, indicated that it could be allowed for repairs and improvements.

The reasoning of the decision in Parsons vs. Urie, supra, is certainly in favor of declaring such a lien for incumbrances paid. It was there held, quoting from the syllabus, that, "When one or more of several tenants is common pays the joint mortgage debt on their land, he is entitled to have the mortgage kept alive so as to secure reimbursements of the amount paid from his co-tenants." The appellee could have taken an assignment of these mortgages, and that would have been the better course to have pursued, but, as between her and the appellant, there can be no reason why the lien cannot now be declared. If an innocent third party was shown to be affected, another question might arise, as Courts of equity should be careful to protect such persons against secret liens, if they have acquired such rights in the property as would be affected by them, but in the absence of some equity in favor of a third person, which would forbid that course, the appellee is entitled to be subrogated to the rights of the mortgagee against the appellant. It was held in Look v. Horn, 97 Me.283, 54 At. 725, that, "Where a mortgage is discharged on payment made by one of the joint mortgagors, or his successors in interest, it may be treated in equity as still subsisting for the protection of the party making payment, or the delinquent's share in the mortgaged premises may be regarded as subject to a lien for the amount paid on the mortgage for his benefit."

These authorities and others which we might cite are sufficient to show that the prayer to have a lien declared for the amount paid by the appellee for which the appellant is liable is not dumurrable--although, as indicated above, the Court should be careful not to permit the interests of third parties to suffer and should see that the claims of the appellee are properly established and are such as can be made liens in accordance with what we have said above."